

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
TRAFFIC SIGNAL MAST ARMS AND POLES
BID NO. 10-254**

**Valmont Industries
12799 "Q" Street
Omaha, NE 68137
402.895.2001**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____, 2010, by and between **Valmont Industries, 12799 "Q" Street, Omaha, NE 68137**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Traffic Signal Mast Arms and Poles, Bid 10-254** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Specifications
 3. Notice to Bidders
 4. Drawings
 5. Special Provisions
 6. Instructions to Bidders
 7. Addendum No. 1

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution Order _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Jan L. Poppe (SEAL)

VALMONT INDUSTRIES, INC.

Name of Corporation
7002 N. 288th St.
Valley, NE 68064
(Address)

By Mark E. Green
Duly Authorized Official

VICE PRESIDENT CONTROLLER
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information

Bid Creator Shelly Hinze, Buyer
Email rhinze@lincoln.ne.gov
Phone 1 (402) 441-8313
Fax 1 (402) 441-6513

Bid Number 10-254 Addendum 1
Title Annual Supply of Traffic
Signal Mast Arms and Poles
Bid Type Bid
Issue Date 12/10/2010
Close Date 12/20/2010 12:00:00 PM CST
Need by Date

Contact Information

Address Purchasing
440 S. 8th St.
Lincoln, NE 68516
Contact Shelly Hinze, Buyer
Purchasing
Department
Building Suite 200
Floor/Room
Telephone (402) 441-8313
Fax (402) 441-6513
Email rhinze@lincoln.ne.gov

Ship to Information

Address

Contact

Department
Building

Floor/Room
Telephone
Fax
Email

Supplier Information

Company Valmont Industries
Address 12799 "Q" Street

Omaha, NE 68137
Contact
Department
Building
Floor/Room
Telephone 1 (402) 895-2001
Fax 1 (402) 895-5808
Email
Submitted 12/20/2010 11:56:19 AM CST
Total \$265,161.00

Signature _____

Supplier Notes

Submitted by Rick Clark as authorized agent of Valmont Industries. Valmont Industries, a public traded corporation, will be building product out of Valley Nebraska manufacturing site and as such would deem Nebraska bidding status as appropriate.

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Lincoln Standard Plans, Section 82 and 85	I Acknowledge reading and understanding Sections 82 and 85 of the Lincoln Standard Plans.	Yes
4	Term Clause of Contract	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm through_____.	no to a, yes to B, 1 year term prices to remain firm through
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
8	Contact	Name of person submitting this bid:	Rick Clark, agent of Valmont Industries
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	MA1-30	\$2,151.00
			Item Notes:	
			Supplier Notes:	
2	1	Each	MA1-34	\$2,655.00
			Item Notes:	
			Supplier Notes:	
3	1	Each	MA1-40	\$2,719.00
			Item Notes:	
			Supplier Notes:	
4	1	Each	MA1-48	\$3,603.00
			Item Notes:	
			Supplier Notes:	
5	1	Each	MA1-50	\$3,641.00
			Item Notes:	
			Supplier Notes:	
6	1	Each	MA1-60	\$4,433.00
			Item Notes:	
			Supplier Notes:	
7	1	Each	MA2-30-35-6-3.0	\$2,479.00
			Item Notes:	
			Supplier Notes:	
8	1	Each	MA2-34-35-6-3.0	\$2,937.00
			Item Notes:	
			Supplier Notes:	

9	2	Each	MA2-40-35-6-3.0	\$3,001.00
Item Notes:				
Supplier Notes:				
10	2	Each	MA2-48-35-6-3.0	\$4,079.00
Item Notes:				
Supplier Notes:				
11	1	Each	MA2-50-35-6-3.0	\$4,117.00
Item Notes:				
Supplier Notes:				
12	1	Each	MA2-55-35-6-3.0	\$4,619.00
Item Notes:				
Supplier Notes:				
13	1	Each	MA2-65-35-6-3.0	\$5,010.00
Item Notes:				
Supplier Notes:				
14	1	Each	MA2-32-40-6-3.0	\$2,620.00
Item Notes:				
Supplier Notes:				
15	1	Each	MA2-34-40-6-3.0	\$3,081.00
Item Notes:				
Supplier Notes:				
16	1	Each	MA2-42-40-6-3.0	\$3,206.00
Item Notes:				
Supplier Notes:				

17	1	Each	MA2-50-40-6-3.0	\$4,429.00
Item Notes:				
Supplier Notes:				
18	1	Each	MA2-55-40-6-3.0	\$4,926.00
Item Notes:				
Supplier Notes:				
19	1	Each	MA2-60-40-6-3.0	\$5,194.00
Item Notes:				
Supplier Notes:				
20	1	Each	MA2-26-35-12T-5.0	\$2,557.00
Item Notes:				
Supplier Notes:				
21	1	Each	MA2-40-35-12T-5.0	\$3,303.00
Item Notes:				
Supplier Notes:				
22	1	Each	MA2-48-35-12T-5.0	\$4,294.00
Item Notes:				
Supplier Notes:				
23	2	Each	MA2-55-35-12T-5.0	\$4,858.00
Item Notes:				
Supplier Notes:				
24	1	Each	MA2-60-35-12T-5.0	\$5,126.00
Item Notes:				
Supplier Notes:				

25	1	Each	MA2-30-40-12T-5.0	\$2,656.00
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Item Notes:

Supplier Notes:

26	2	Each	MA2-34-40-12T-5.0	\$3,239.00
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Item Notes:

Supplier Notes:

27	1	Each	MA2-46-40-12T-5.0	\$3,468.00
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Item Notes:

Supplier Notes:

28	1	Each	MA2-50-40-12T-5.0	\$4,488.00
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Item Notes:

Supplier Notes:

29	5	Each	MA2-55-40-12T-5.0	\$5,031.00
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Item Notes:

Supplier Notes:

30	1	Each	MA2-60-40-12T-5.0	\$5,299.00
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Item Notes:

Supplier Notes:

31	5	Each	MA2-65-40-12T-5.0	\$5,471.00
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Item Notes:

Supplier Notes:

32	1	Each	MA2-70-40-12T-5.0	\$5,597.00
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Item Notes:

Supplier Notes:

33	5	Each	MA2-75-40-12T-5.0	\$5,941.00
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Item Notes:

Supplier Notes:

34	1	Each	MA2-36-45-12T-5.0	\$4,465.00
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Item Notes:

Supplier Notes:

35	1	Each	MA2-48-45-12T-5.0	\$4,665.00
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Item Notes:

Supplier Notes:

36	1	Each	MA2-50-45-12T-5.0	\$4,965.00
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Item Notes:

Supplier Notes:

37	1	Each	MA2-55-45-12T-5.0	\$5,250.00
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Item Notes:

Supplier Notes:

38	2	Each	MA2-60-45-12T-5.0	\$5,460.00
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Item Notes:

Supplier Notes:

39	1	Each	MA2-65-45-12T-5.0	\$5,643.00
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Item Notes:

Supplier Notes:

40	1	Each	MA2-70-45-12T-5.0	\$5,796.00
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Item Notes:

Supplier Notes:

41	2	Each	MA2-75-45-12T-5.0	\$6,140.00
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Item Notes:

Supplier Notes:

Response Total:	\$265,161.00
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ANNUAL SUPPLY OF TRAFFIC SIGNAL/MAST ARM POLES

1. GENERAL CONDITIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for mast arm signal poles.
- 1.2 The City wishes to enter into a term contract that will enable the City to purchase pole/mast arms on an as needed basis for a four (4) year period.
- 1.3 Bid prices shall include the entire cost of the described pieces of equipment and any other equipment or hardware necessary to meet these specifications as described herein including delivery, FOB Destination.

2. BID ITEMS

- 2.1 Because a variety of poles sizes and quantities will be ordered throughout the contract period, a sampling of commonly ordered items has been listed.
 - 2.1.1 The City of Lincoln is expecting to spend approximately \$125,000 in the upcoming year followed by similar amounts each of the following years if budgets allow for the expenditure.

3. SPECIFICATIONS

- 3.1 Poles will vary in type, MA-1 without street lights, or MA-2 with street light luminaire extensions.
- 3.2 All poles shall conform to Lincoln Standard Plans #82 and #85 attached.
- 3.3 All prices shall include anchor bolts complete with nut covers, all hand hole covers, any end caps, and any small hardware needed to make the installation complete.
- 3.4 All major pole pieces shall have stamped labels affixed to them with the pole address number on it supplied by the city at the time the order is placed, as well as the manufactures part number stamped on them.

4. ACCEPTANCE OF MATERIAL

- 4.1 Orders will normally be made on standard purchase orders issued by the Purchasing Agent.
 - 4.1.1 All orders will be assigned an order number.
- 4.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 4.3 Vendor shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 4.4 If asked, the Vendor shall furnish to the City of Lincoln affidavits from each manufacturer stating that the materials supplied fully conform to these material specifications.

5. DELIVERY

- 5.1 Unit bid prices shall include all delivery costs.
- 5.2 Delivery shall be 10 weeks after receipt of order.
- 5.3 Vendor must call Engineering Services at 402-441-8321 a minimum of forty-eight (48) hours in advance to schedule a delivery.
 - 5.3.1 A delivery location will be given at that time of call.
 - 5.3.2 Delivery will always be within the City of Lincoln proper.

6. **TERM**

- 6.1 The term of the contract issued to the awarded vendor will be for a four (4) year term.
- 6.2 Bidders must state in the Attributes if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
 - 6.2.1 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 - 6.2.1.1 Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 - 6.2.1.2 Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 - 6.2.1.3 No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 - 6.2.1.4 The City shall issue a Contract Addendum with revised pricing upon receipt and approved by the Owners Departments.
 - 6.2.1.4.1 The addendum will be executed by both parties for the remaining term of the contract.
 - 6.2.1.5 The approved price changes shall be honored for all orders collected by the contractor after the effective date of such price change.
 - 6.2.1.6 Approved price changes are not applicable to collections already collected and in process at time of price change.
 - 6.2.1.7 The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Advertise 1 time
Friday, December 10, 2010

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska
BY ELECTRONIC BID PROCESS until: 12:00 pm, Monday, December 20, 2010 for providing the
following:

Annual Supply of Traffic Signal Mast Arms and Poles
Bid No. 10-254

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration"). Upon email notification of registration approval, you may go to the E-Bid site to respond to this bid.

Questions concerning this bid process may be directed to City/County Purchasing at (402)-441-7410 or to Tom Kopplin, Assistant Purchasing Agent at 441-7414 or via e-mail tkopplin@lincoln.ne.gov

A. GENERAL

EACH POLE SHAFT, LUMINAIRE ARM AND SIGNAL MAST ARM SHALL BE FORMED OF PROPER STEEL TO A ROUND TAPERED SHAFT AS CALLED FOR ON THE PLANS AND SHALL HAVE ONLY ONE LONGITUDINAL AUTOMATIC WELD.

EACH POLE SHAFT SHALL BE FORMED OF PROPER STEEL TO A ROUND TAPERED SHAFT AS CALLED FOR ON THE PLANS AND SHALL HAVE ONLY ONE LONGITUDINAL AUTOMATIC WELD.

LUMINAIRE ARMS, AS REQUIRED, SHALL BE FORMED OF PROPER STEEL TO A ROUND TAPERED SHAFT AS CALLED FOR ON THE PLANS AND SHALL HAVE ONLY ONE LONGITUDINAL AUTOMATIC WELD.

ALL DIMENSIONS SHOWN ARE NOMINAL.

B. SCOPE OF DESIGN

THE TRAFFIC SIGNAL, MAST ARM, STRUCTURE SHALL BE DESIGNED AND FABRICATED TO BEAT THE INTERCHANGE OF TRAFFIC SIGNAL ARM LENGTHS AND LUMINAIRE ARM LENGTHS WITHOUT CHANGING OR MODIFYING THE VERTICAL SHAFT COMPONENT, WITHIN THE LOAD LIMIT SPECIFIED.

THE VERTICAL SHAFT, TRAFFIC SIGNAL, MAST ARM AND LUMINAIRE MAST ARM MUST BE TAPERED AND SHALL CONFORM TO ONE OF THE FOLLOWING CONDITIONS:

CROSS SECTION	SHAFT FACE	ARM FACE	REMARKS
	STRAIGHT DESIRABLE TAPER	STRAIGHT 6" MAX WITHOUT LOAD 7" MAX WITH LOAD	STATE OF NEBRASKA STANDARD #12
	STRAIGHT DESIRABLE TAPER	STRAIGHT 22 RISE IN 34 OF LENGTH	
	CLIPPED DESIRABLE TAPER	CLIPPED 228 RISE FORMED TO THE POOLS OF THE ENTIRE LENGTH	

THE POLE MANUFACTURER SHALL FURNISH A NOTARIZED CERTIFICATE STATING THAT THE POLES AND ASSOCIATED MATERIALS COMPLY WITH THE STRUCTURAL, WIND LOADING AND FINISH REQUIREMENTS OF THE PLANS AND THESE SPECIAL PROVISIONS.

1. DESIGN CRITERIA

IN ADDITION TO THE REQUIREMENTS SET FORTH IN THE CURRENT EDITION AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS" THE FOLLOWING DESIGN CRITERIA SHALL BE FOLLOWED IN THE DESIGN OF STEEL TRAFFIC SIGNAL AND STREET LIGHT POLES:

a. PHYSICAL CHARACTERISTICS

- 1) DEAD WEIGHT
- 2) PROJECTED AREA } AS SHOWN IN THE TABLE THIS SHEET

2. WIND LOADS
- 80 MPH ISOTACH

C. SHAFT VERTICAL

THE VERTICAL SHAFT SHALL BE CONTINUOUSLY TAPERED. THE ROUND POLE SHOULD BE A DIAMETER DIMENSION REDUCTION OF APPROXIMATELY 0.14 INCHES PER LINEAR FOOT.

A GROUNDING TERMINAL SHALL BE WELDED ON THE INSIDE OF THE VERTICAL SHAFT TO TOP OF SHAFT. A #4 AWG GROUND WIRE, A CABLE SUPPORT HOOK SHALL BE WELDED INSIDE THE TOP OF THE SHAFT.

D. LUMINAIRE ARMS

THE LUMINAIRE ARM SHALL BE CLAMP DESIGN

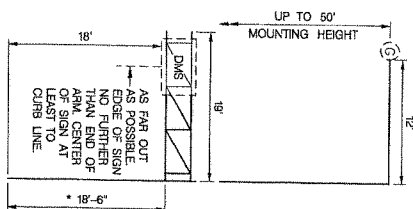
E. WIRE INLET

TRAFFIC SIGNAL, MAST ARM, LUMINAIRE MAST ARM AND POLE SHAFT SHALL BE SUPPLIED WITH RUBBER GROMMETS FOR CONTRACTOR DRILLED OPENINGS FOR CABLE INLETS. SIGNAL MAST ARMS GROMMETS ALL WIRE INLET HOLES SHALL BE DRILLED AND DEBURRED IN THE FIELD BY THE CONTRACTOR.

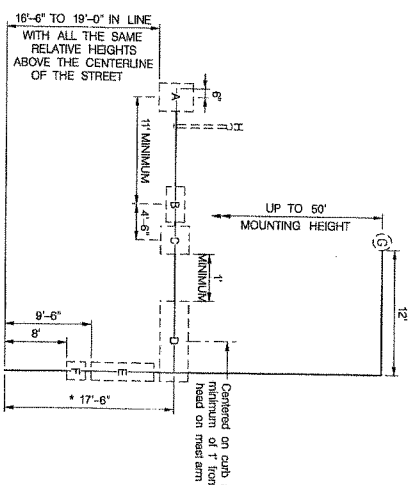
F. FINISH

EACH POLE SHAFT, LUMINAIRE ARM AND SIGNAL ARM AS REQUIRED SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-423. ALL MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-153, EXCEPT THROUGH FASTENERS LESS THAN 3/8" DIAMETER.

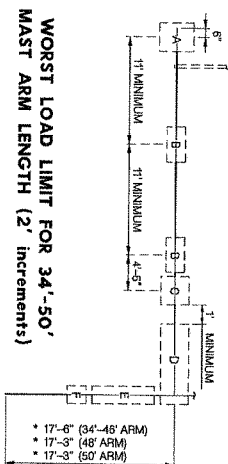
SEE LSP 82 FOR ANCHOR BOLT INFORMATION



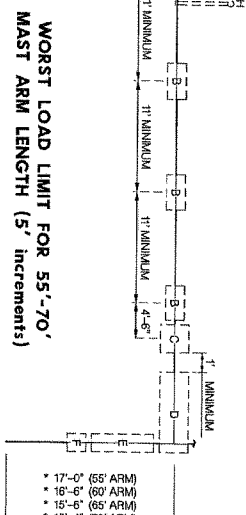
DMS SUPPORT POLE
TYPE 2 IF LUMINAIRE



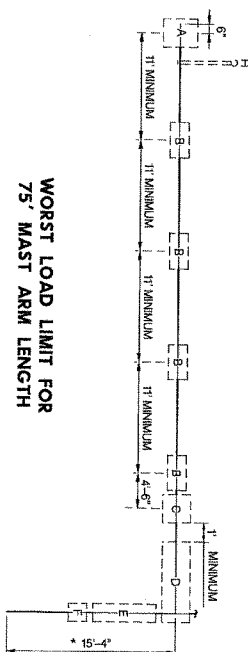
WORST LOAD LIMIT FOR 18'-32'
MAST ARM LENGTH (2' increments)



WORST LOAD LIMIT FOR 34'-50'
MAST ARM LENGTH (2' increments)



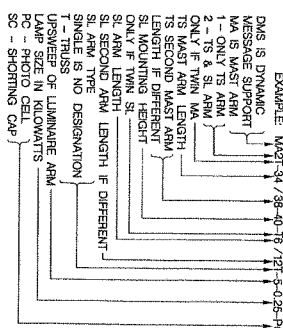
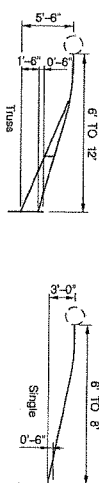
WORST LOAD LIMIT FOR 55'-70'
MAST ARM LENGTH (5' increments)



WORST LOAD LIMIT FOR
75' MAST ARM LENGTH

* FROM THE BOTTOM OF THE BASE
PLATE TO CENTER LINE OF MAST ARM

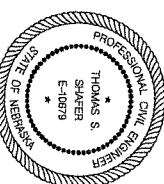
CURVED LUMINAIRE ARM OPTIONS



POLE TYPE AND SIZE LEGEND

Attachment Nominal Size	Projected Area Ft. Sq.	Weight (No Ice Load)
A 62" x 42"	14.46	72
B 62" x 24"	8.67	50
C 62" x 30"	8.23	40
D 108" x 36"	27.00	60
E 80" x 24"	13.33	65
F 18" x 18"	2.25	25
G Luminaire	2.20	50
H detector camera	1.00	20
DMS	21.25	250

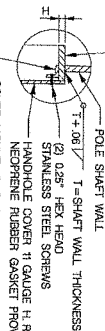
NOTE: POLE MANUFACTURER TO STAMP ALL
MAJOR COMPONENTS WITH POLE NUMBER



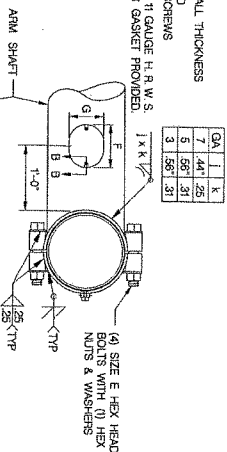
EFFECTIVE MAY 1, 2007 - MAST ARM POLES
L.S.P. 85

SHPL PROJ. ECU	1
DATE: 05/01/04	05/01/04
SCALE: 1/8" = 1'-0"	1/8" = 1'-0"
NAME: L.S.P. 85	L.S.P. 85
REVISION:	

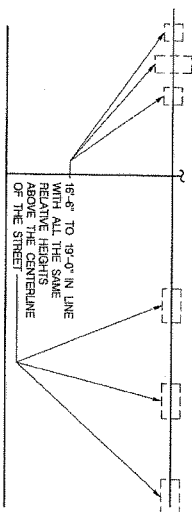
HANDHOLE RIM FORMED FOR 7, 5 & 3
GAUGE ARMS FORMED FROM 6" BLACK
PIPE. ALL OTHER RIMS FORMED FROM
6.875" O.D. X 0.427" WALL 50 KSI
MINIMUM D.O.M. TUBING



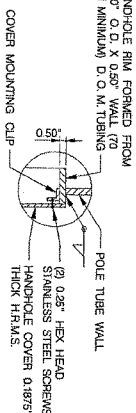
SECTION B-B



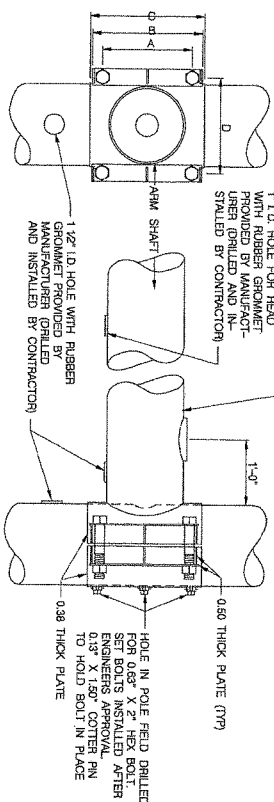
HEAD PLACEMENT ON MAST ARM



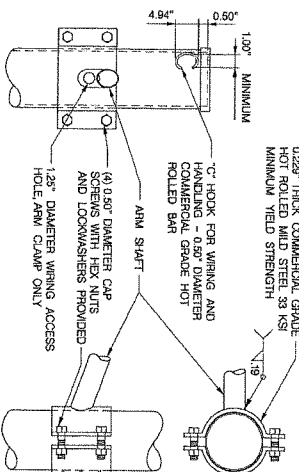
SECTION A-A



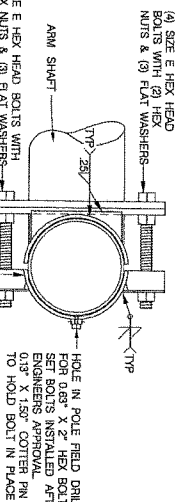
CLAMP ON TRAFFIC SIGNAL ARM FOR 18" THRU 70"



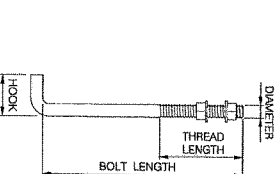
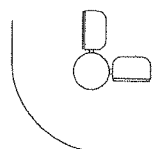
CLAMP ON LUMINAIRE ARM



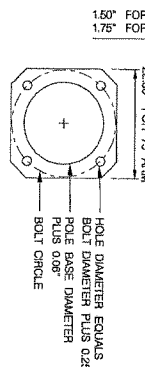
ARM LENGTH & CLAMP PINNCE	A	B	C	D	E
18" THRU 46"	11.00"	14.50"	16.00"	12.91"	1.25" X 9.75"
46" THRU 55"	10.46"	14.06"	15.56"	12.91"	1.25" X 9.75"
55" THRU 65"	14.50"	17.98"	21.75"	15.27"	1.25" X 9.75"
65" THRU 70"	15.00"	19.00"	22.50"	15.73"	1.50" X 9.75"
70"	20.50"	25.50"	2.50"	2.00"	1.50" X 18.50"



STANDARD PEDESTRIAN HEAD PLACEMENT



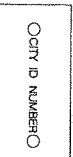
SHAFT HAND HOLE, GROUNDING NUT AND BASE PLATE



ANCHOR BOLT

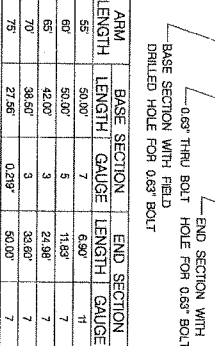
1.50" x 3.25" ALUMINUM IDENTIFICATION TAG SECURED TO POLE SHAFT WITH (2) 0.125" DIAMETER 1/4" X 1/4" LOCKWASHERS UNDER SIDE OF MAST ARM AND EXTENSION STAMPED AS SHOWN

I.D. TAG

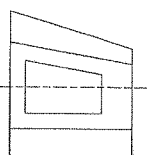


ARM LENGTH	BASE SECTION	GAUGE	END SECTION	GAUGE
55"	50.00"	7	6.80"	11
65"	50.00"	5	11.83"	7
70"	42.00"	3	24.98"	7
75"	38.50"	3	33.60"	7
75"	27.56"	0.287"	50.00"	7

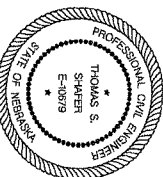
SIGNAL ARM SLIP JOINT

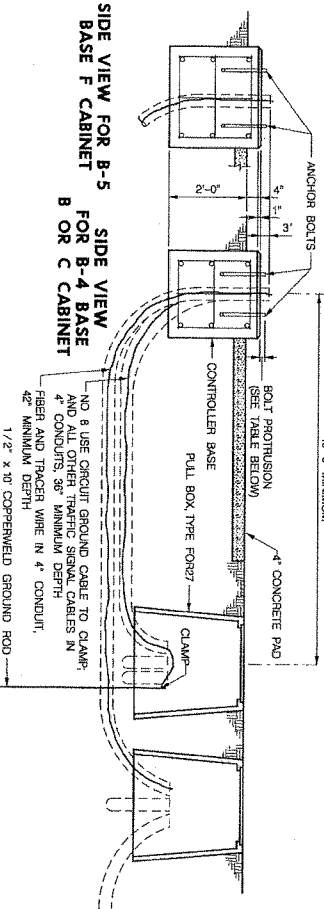
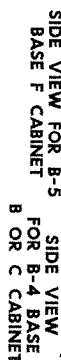
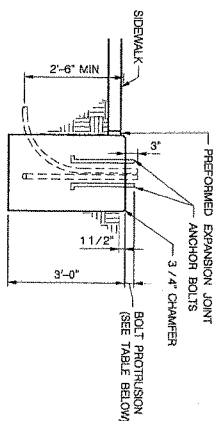
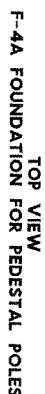
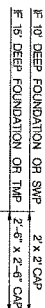


TAPERED OR SQUARE TRANSFORMER BASE



EFFECTIVE MAY 1, 2007 - MAST ARM POLES L.S.P. 85



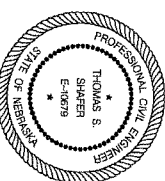


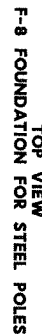
CONDUIT BENDS
FACTORY 90 DEGREE BENDS SHALL BE USED EVERYWHERE VERTICALLY EXCEPT IN FIBER PULL BOXES AND CABINET BASES WHERE 90 DEGREE SWEEPS SHALL BE USED. THE SWEEP SHALL EXTEND 12" ABOVE THE BOTTOM OF THE PULL BOX.

ANCHOR BOLT INFORMATION												
CASEINEL	PEDISTAL	18" - 32" AM	34" - 46" AM	48" - 70" AM	75" AM	18" DMS with 1/4" to 40"	18" DMS with 1/4" Lumbering	55" MP	60" MP	65" MP	70" MP	75" MP
ANCHOR BOLT SIZE	3/4" x 18" x 3"	3/4" x 18" x 3"	1/4" x 5/4" x 6"	3/4" x 6" x 6"	2" x 6" x 6"	2" x 6" x 6"	1/4" x 6" x 6"	1/2" x 5/4" x 6"	1/2" x 5/4" x 6"	1/2" x 5/4" x 6"	1/2" x 5/4" x 6"	1/2" x 5/4" x 6"
BOLT CHOICE	1"	1 1/2"	17"	17"	20"	22"	22"	20"	21"	23"	25"	27"
BOLT PROVISION	1/2"	5"	6"	6"	6"	5 1/2"	5"	6"	6"	6"	6"	6"
Thread Length	3.5 5/8"	3.5 5/8"	8"	8"	10"	10"	8"	8"	8"	8"	8"	8"

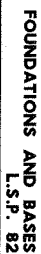
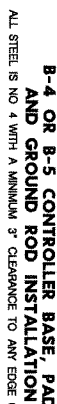
PROBABLY POLE uses F-40A Foundation
TMP is Traffic Monitoring Pole
19" DMS includes without or with luminaire to 45" mounting height

EFFECTIVE MAY 1, 2007 - FOUNDATIONS AND BASES
L.S.P. 82





Pedestal Pole uses F-4A Foundation
TMP is Traffic Monitoring Pole
19' DMS includes without luminaire or with luminaire to 45' mounting height



A. GENERAL
 EACH POLE SHAF, LUMINAIRE ARM AND SIGNAL MAST ARM SHALL BE FORMED OF PROPER STEEL TO A ROUND TAPERED SHAFT AS CALLED FOR ON THE PLANS AND SHALL HAVE ONLY ONE LONGITUDINAL AUTOMATIC WELD.
 EACH POLE SHALL CONSIST OF A STEEL SHAFT AS REQUIRED; MAST ARM, S AS REQUIRED; LUMINAIRE ARM, S AS REQUIRED; POLE TOP COVER, AS REQUIRED; HAND HOLE, AS REQUIRED; MISCELLANEOUS HARDWARE SHALL INCLUDE HAND HOLE COVERS, ANCHOR BOLT COVERS, ALL BOLTS, NUTS, WASHERS AND GROMMETS NECESSARY.
 ALL DIMENSIONS SHOWN ARE NOMINAL.

B. SCOPE OF DESIGN

THE TRAFFIC SIGNAL MAST ARM STRUCTURE SHALL BE DESIGNED AND FABRICATED TO PERMIT THE INTERCHANGE OF TRAFFIC SIGNAL ARM LENGTHS AND LUMINAIRE ARM LENGTHS WITHOUT CHANGING OR MODIFYING THE VERTICAL SHAFT COMPONENT, WITHIN THE LOAD LIMIT SPECIFIED.
 THE VERTICAL SHAFT, TRAFFIC SIGNAL MAST ARM AND LUMINAIRE MAST ARM MUST BE TAPERED AND SHALL CONFORM TO ONE OF THE FOLLOWING CONDITIONS:

CROSS SECTION	SHAFT FACE	ARM FACE	REMARKS
	STRAIGHT 5" MIN WITHOUT LOAD	STATE OF NEBRASKA STANDARD 912	
	STRAIGHT 2.5" RISE IN 3/4" OF LENGTH		
	CURVED 2.5" RISE FORMED TO THE RADIUS OF THE ENTIRE LENGTH		

THE POLE MANUFACTURER SHALL FURNISH A NOTARIZED CERTIFICATE STATING THAT THE POLES AND ASSOCIATED MATERIALS COMPLY WITH THE STRUCTURAL, WIND LOADING AND FINISH REQUIREMENTS OF THE PLANS AND THESE SPECIAL PROVISIONS.

1. DESIGN CRITERIA

IN ADDITION TO THE REQUIREMENTS SET FORTH IN THE CURRENT EDITION ASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, THE FOLLOWING DESIGN CRITERIA SHALL BE FOLLOWED IN THE DESIGN OF STEEL TRAFFIC SIGNAL AND STREET LIGHT POLES:

a. PHYSICAL CHARACTERISTICS

1) DEAD WEIGHT } AS SHOWN IN THE TABLE THIS SHEET
 2) PROJECTED AREA }

2. WIND LOADS

80 MPH ISO-TACH

C. SHAFT VERTICAL

THE VERTICAL SHAFT SHALL BE CONTINUOUSLY TAPERED. THE ROUND POLE SHOULD BE A DIAMETER DIMENSION REDUCTION OF APPROXIMATELY 0.14 INCHES PER LINEAR FOOT.

A GROUNDING TERMINAL SHALL BE WELDED ON THE INSIDE OF THE VERTICAL SHAFT TO ACCOMMODATE A #4 AWG GROUND WIRE. A CABLE SUPPORT HOOK SHALL BE WELDED INSIDE THE TOP OF THE SHAFT.

D. LUMINAIRE ARMS

THE LUMINAIRE ARM SHALL BE CLAMP DESIGN

E. WIRE INLET

TRAFFIC SIGNAL MAST ARM, LUMINAIRE MAST ARM AND POLE SHAFT SHALL BE SUPPLIED WITH RUBBER GROMMETS FOR CONTRACTOR DRILLED OPENINGS FOR CABLE INLETS. SIGNAL MAST ARMS SHALL BE SUPPLIED WITH 6 EN 1.1 D RUBBER GROMMETS & 6 EN 1.1 D RUBBER GROMMETS. ALL LUMINAIRE POLES SHALL BE DRILLED AND DEBURRED IN THE FIELD BY THE CONTRACTOR.

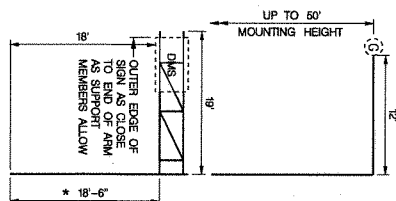
F. FINISH

EACH POLE SHAFT, LUMINAIRE ARM AND SIGNAL ARM AS REQUIRED SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-123. ALL MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-153, EXCEPT THREADED FASTENERS LESS THAN 3/8" DIAMETER.

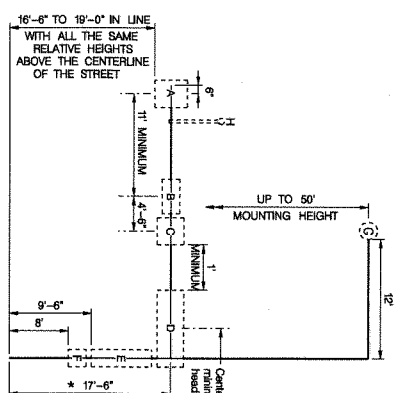
G. POLE PLACEMENT

ANY POLE RELOCATION SHALL BE APPROVED BY THE ENGINEER.

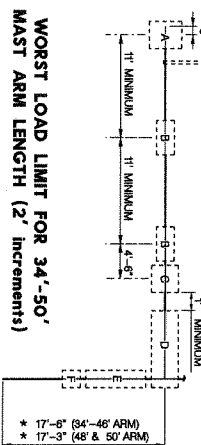
SEE LSP 82 FOR ANCHOR BOLT INFORMATION



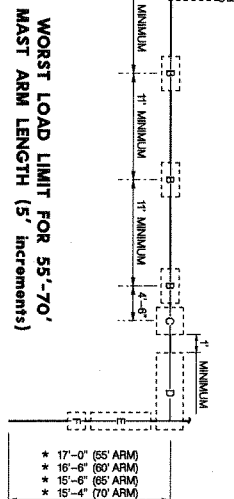
DMS SUPPORT POLE
 TYPE 2 IF LUMINAIRE



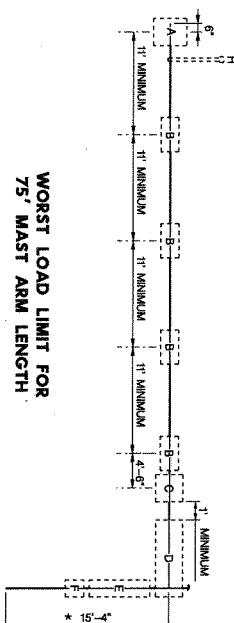
WORST LOAD LIMIT FOR 18'-32'
 MAST ARM LENGTH (2' increments)



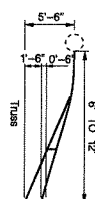
WORST LOAD LIMIT FOR 34'-50'
 MAST ARM LENGTH (2' increments)



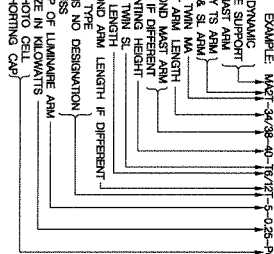
WORST LOAD LIMIT FOR 55'-70'
 MAST ARM LENGTH (5' increments)



WORST LOAD LIMIT FOR
 75' MAST ARM LENGTH



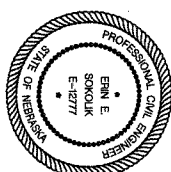
CURVED LUMINAIRE ARM OPTIONS



POLE TYPE AND SIZE LEGEND

Assessment	Projected	Weight
Horizontal Size	Area Ft. Sq.	(No. lbs. Load)
A 52" x 42"	14.46	72
B 52" x 24"	8.67	50
C 36" x 30"	8.25	40
D 106" x 36"	27.00	60
E 60" x 24"	13.33	65
F 18" x 18"	2.25	25
G luminaire	2.20	50
H detector camera	1.00	20
DMS	21.25	250

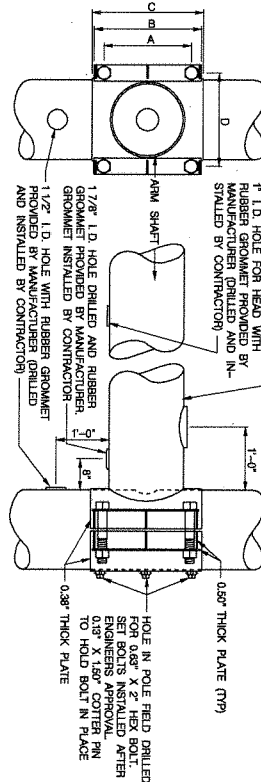
NOTE: POLE MANUFACTURER TO STAMP ALL
 MAJOR COMPONENTS WITH POLE NUMBER



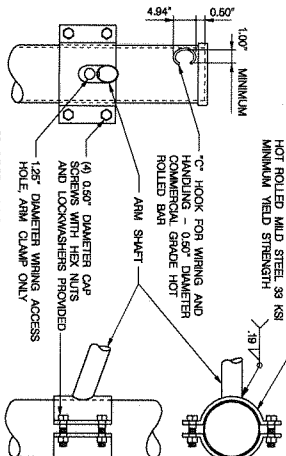
MAST ARM POLES
 LSP 82



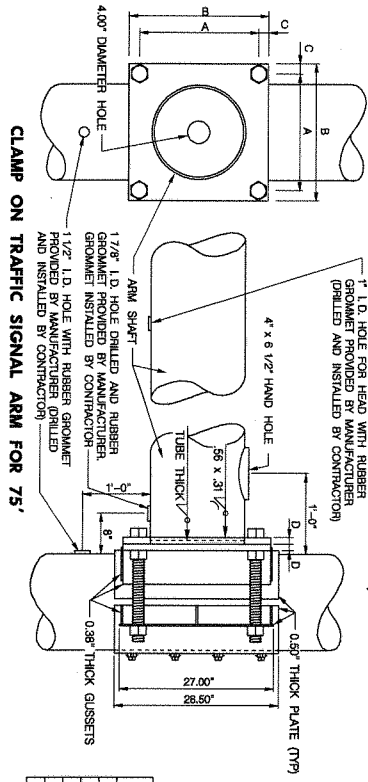
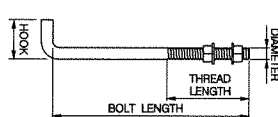
HEAD PLACEMENT ON MAST ARM



CLAMP ON LUMINAIRE ARM

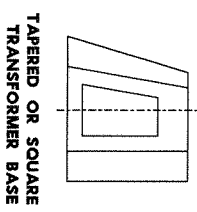


STANDARD PEDESTRIAN HEAD PLACEMENT

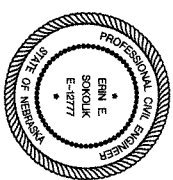


ARM LENGTH	BASE SECTION		END SECTION	
	LENGTH	GAUGE	LENGTH	GAUGE
66"	50.00'	7	8.30'	11
60"	50.00'	5	11.85'	7
66"	42.00'	3	24.98'	7
70"	38.50'	3	33.60'	7
76"	27.56'	0.218"	50.00'	7

SIGNAL ARM SLIP JOINT



MAST ARM POLES



This document was originally issued and sealed by Erin E. Sokolik, E-12777, on 03-04-2010. This media should not be considered a certified document.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

**CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the E-Bid.
- 2.2 Bidder must indicate on the bid if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attributes if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The City shall issue a contract Addendum with revised pricing upon receipt and approved by the Owners Departments. The addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price changes shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.
 7. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various City Departments following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

- 19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. INSURANCE

- 20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

- 21.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ☐ a. The contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of signature shall be attached.
 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 3. The City will sign the Contract, insert the date of signature at the beginning of the Contract, prepare an Executive Order to go the Mayor for signature.
 4. Upon approval and signature from the Mayor, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

- 22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. CITY AUDIT ADVISORY BOARD

- 23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. **E-VERIFY**

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

Addendum #1
for
**ANNUAL SUPPLY OF TRAFFIC SIGNAL MAST ARMS AND
POLES**
Bid No. 10-254

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. The lastet LSP 82 and LSP 85 was added.

All other terms and conditions shall remain unchanged.

Dated this 14th of December, 2010.

Shelly Hinze,
Buyer